



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Amendment to Lease Agreement with Verizon Wireless

MEETING DATE: September 3, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing an amendment to the lease agreement with Verizon Wireless.

BACKGROUND INFORMATION: The City currently has a lease with Verizon Wireless for approximately 468 square feet of ground space at the Municipal Service Center. Verizon is requesting an amendment to the current agreement that would add an additional 162 square feet of ground space for the placement of an emergency generator. Verizon would also construct an enclosure for the generator on the additional leased ground space. Also included in the lease amendment is an increase to their monthly rent paid to the City. Verizon currently pays \$633.38 per month, which escalates annually by the CPI change. The lease amendment will require Verizon to pay an additional \$250 a month for the additional ground space leased. City staff has reviewed and approved the plans for the site and the construction of the enclosure. Verizon will obtain the appropriate permits for construction once the amendment is approved. Attached is the current lease with Verizon and the proposed amendment.

FISCAL IMPACT: If approved, the lease amendment will provide additional revenue of \$3,000 a year to the General Fund.

FUNDING AVAILABLE: None required.


F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida. Management Analyst

FWS/RA/pmf

Attachments

APPROVED:  Blair King, City Manager

LEASE AGREEMENT

(Ground Space at
1145 S. Ham Lane)

THIS LEASE AGREEMENT ("Agreement") entered into as of this 14th day of November, 2003, by and between the CITY OF LODI, a municipal corporation, with its mailing address located at P.O. Box 3006, Lodi, CA 95241, Tax ID # 94-6000361 ("Landlord") and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant") with an address at 180 Washington Valley Road, Bedminster, New Jersey 07921.

Background

A. Landlord is the owner in fee simple of a parcel of land located in the City of Lodi, San Joaquin County, State of California, legally described on the attached Exhibit A (the "Property") and commonly known as 1145 S. Ham Lane, on which an existing communications facility owned by Stockton Cellular Telephone Company, also known as AT&T Wireless ("AT&T"), is located.

B. Tenant desires to lease ground space on the Property for the installation and operation of certain communication facilities, which include antennas, connecting cables and appurtenances, equipment cabinets and/or an equipment building (collectively, "Tenant's Facilities") for the use in connection with its communications business, together with a right-of-way for access thereto (hereinafter referred to as the "Premises"), containing approximately four hundred sixty eight (465) square feet as substantially shown on Exhibit "B" attached hereto and made a part hereof.

Lease Agreement

In consideration of their mutual covenants, the Landlord and Tenant agree as follows:

1. Lease Premises.

a. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Property, consisting of approximately four hundred sixty eight (468) square feet of space on the ground, together with any necessary easements for access, coax cables and utilities as shown on the Site Plan attached as Exhibit B (the "Premises"). Tenant understands that subject to the provisions of paragraph 12, Interference, Landlord may lease space in the surrounding area to other entities.

b. It is understood by Landlord and Tenant that it is Tenant's intent to co-locate its antennas on AT&T's pre-existing tower. Tenant represents and warrants that AT&T and Tenant are in negotiations regarding the installation of Tenant's antennas upon AT&T's antenna structure and that AT&T has reviewed and approved Tenant's proposed receiving and transmitting frequencies.

c. This Agreement is not a franchise pursuant to any City, State, or Federal laws, nor is it a permit to use the rights-of-way of the City for other than ingress and egress purposes except those areas covered by this Agreement. Any such franchise or permit must be obtained separately from Landlord.

2. Term. The initial term of this Agreement ("Initial Term") shall be ten (10) years commencing on the Commencement Date. The Commencement Date is defined as the first (1st) day of the month following the date this Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last; provided, however, that notwithstanding the foregoing, the Commencement Date shall be no later than ninety (90) days after the date the Agreement is executed by all Parties.

Tenant is hereby granted an option to extend the Initial Term of this Agreement on the same terms and conditions for three (3) additional five (5) year periods ("Option Periods"). This Agreement shall automatically be extended for an Option Period unless Tenant notifies Landlord in writing of Tenant's intention not to extend this Agreement at least ninety (90) days prior to the expiration of the then-existing Initial Term or Option Period. Subsequent extensions will be by mutual consent of Tenant and Landlord under the same terms and conditions; provided, however, that if Tenant and Landlord fail to agree to subsequent extensions, then this Agreement shall continue in force upon the same terms and conditions for a further period of one (1) year and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least one (1) year prior to the date of lease expiration.

3. Rent.

a. Tenant shall pay Landlord as monthly rent for the Premises the sum of ***Five Hundred Sixty-Two and 75/100 Dollars (\$562.75)*** ("Base Rent"). The obligation to pay rent will begin immediately upon the Commencement Date.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the amount due for any payment not paid within ten (10) days after when due. Any amounts not paid within ten (10) days after when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

c. Within sixty (60) days following the full execution of this Agreement by Tenant and Landlord, Tenant shall pay Landlord the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as processing fee.

d. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Base Rent for the prior year.

Kettleman

e. If this Agreement is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to Tenant.

f. To the extent that Landlord desires to purchase cellular telephone service from Tenant, Tenant shall offer this service to Landlord at the rate and terms that Tenant then offers to other governmental entities.

g. Base Rent and all other consideration to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset.

4. Use of Premises.

a. Tenant shall use the Premises for the installation, operation, and maintenance of Tenant's Facilities for the transmission, reception and operation of a wireless communications system and uses incidental thereto. Subject to the terms and conditions contained herein, Landlord may permit others to use other portions of the Property.

b. Tenant shall, at its expense, comply with all present and future applicable federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Tenant's Facilities and/or the Premises. Landlord agrees to reasonably cooperate with Tenant, but at no expense to Landlord, in obtaining any governmental licenses and permits required for or substantially required by Tenant's use of the Premises.

c. Tenant agrees to install on a one-time basis only landscape irrigation and plant materials on the Premises at a cost to Tenant not to exceed the sum of Six Thousand Seven Hundred Dollars (\$6,700.00); provided however, that Landlord shall be responsible at its sole cost and expense for any and all maintenance of such landscape irrigation and plant materials installed by Tenant.

d. Removal of Tenant's Facilities

(1) Tenant shall remove Tenant's Facilities from the Premises upon termination of the Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Property, including use of the Property by Landlord of any of Landlord's assignees or Tenants. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to the

reasonable satisfaction of Landlord (Landlord agrees that normal wear and tear shall not require restoration).

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

5. Construction Standards. Tenant's Facilities shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint Tenant's Facilities in a manner reasonably consistent with their surroundings.

6. Installation of Equipment

a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, Tenant's Facilities as described on Exhibit B.

b. Tenant's installation of all Tenant's Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed.

c. Within thirty (30) days after completion of the construction of Tenant's Facilities, Tenant shall provide Landlord with as-built drawings of Tenant's Facilities and the improvements installed on the Premises, which show the actual location of all equipment and improvements consistent with Exhibit B.

7. Maintenance.

a. Tenant shall, at its own expense, maintain Tenant's Facilities and any equipment on or attached to the Premises in a safe condition, in good repair, and in a manner reasonably suitable to Landlord. Tenant shall not unreasonably interfere with the use of the Property by other tenants so long as the equipment of each such tenant was pre-existing on the date this Agreement was fully executed by the parties and such equipment has not been modified after the date this Agreement was fully executed by the parties.

b. Tenant shall have sole responsibility of the maintenance, repair, and security of its equipment, personal property, Tenant's Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease Term.

c. Tenant shall keep the Premises free of debris and anything of a dangerous or offensive nature or which would create a hazard or undue vibration, heat or noise.

8. Access.

a. Tenant shall have the right (but not the obligation) at any time following the full execution of this Agreement and prior to the Commencement Date, to enter the Property

and/or the Premises for the purpose of making necessary inspections and engineering surveys (and soil test where applicable) and other reasonably necessary tests (collectively “Tests”) to determine the suitability of the Premises for Tenant’s Facilities and for the purpose of preparing for the construction of Tenant’s Facilities. During any Tests or pre-construction work, Tenant will have insurance as set forth in paragraph 19, Indemnity and Insurance. Tenant will notify Landlord of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Landlord. If Tenant determines that the Premises are unsuitable for Tenant’s contemplated use, then Tenant shall have the option to terminate this Agreement.

b. Following the Commencement Date, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, in order to install, operate, and maintain Tenant’s Facilities. Tenant’s access shall be by means indicated on Exhibit B.

9. Utilities. Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

10. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant’s use of the Premises.

11. Approvals; Compliance with Laws. Tenant’s use of the Premises is contingent upon its obtaining all certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Tenant shall erect, maintain and operate Tenant’s Facilities in accordance with applicable site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

12. Interference.

a. Tenant’s installation, operation, and maintenance of its transmission facilities shall not damage or unreasonably interfere with Landlord’s pre-existing non-telecommunications operations or related repair and maintenance activities. Tenant agrees to cease all such actions which materially interfere with Landlord’s non-telecommunications operations existing as of the date this Agreement is fully executed promptly upon written notice of such actual interference, provided, however, in such case, Tenant shall have the right to terminate the Agreement. Landlord, at all times during this Agreement, subject to the provisions paragraph 12(b) herein below, reserves the right upon at least thirty (30) days prior written notice to Tenant to take any action it deems reasonably necessary, in its sole discretion, to repair, maintain, alter or improve the Property in connection with its operations as may be necessary.

b. Landlord shall not cause interference or permit interference with Tenant’s communications operations by any party who installs equipment on the Property after Tenant or by any pre-existing party, which modifies its equipment after the date of this Agreement. In the event any other party requests a lease and/or permission to place any type of additional antennas or transmission facility on the Property, the procedures of paragraph 12(c) herein below shall be

used to determine whether such antennas or transmission facility is likely to interfere with Tenant's transmission operations.

C. If Landlord receives any such request, Landlord shall submit a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. If Landlord proposes to install its own communications facility on the Property, Landlord will submit a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of antennas or transmission facilities pursuant to said proposal. If Tenant gives notice of objections due to interference during such thirty (30) day period, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined, in Landlord's reasonable judgment and, subject to Tenant's reasonable approval, to adequately reduce the interference. In that case, Landlord may proceed with the proposal.

d. Tenant's use and operation of its facilities shall not interfere with the use and operation of other communication facilities on the Property which pre-existed Tenant's facilities and/or which have not been modified subsequent to the installation of Tenant's facilities. If Tenant's Facilities cause interference, then after Tenant's receipt of written notice thereof, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within thirty (30) days, Tenant may terminate this Agreement.

13. Default and Landlord's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days after written notice thereof is received by Tenant from Landlord; or if Tenant defaults in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after receipt of written notice from Landlord specifying the default complained of, provided the Tenant shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure *is* such that it reasonably requires more than thirty (30) days and the Tenant commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; or if Tenant abandons or vacates the Premises and fails to pay the Base Rent hereunder; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

In the event of a material default which is not cured during the applicable cure period, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, with notice to re-enter the Premises and eject all persons therefrom, and either:

(a) Declare this Agreement at an end, in which event Tenant shall immediately remove the Tenant's Facilities [and proceed as set forth in paragraph 4(c)] and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid Rent accrued through the date of termination, (ii) the amount-by-which the unpaid Rent reserved for the balance of the Term exceeds the amount of such rental loss that Tenant proves could be reasonably avoided (net of the costs of such reletting); and (iii) any other amount reasonably necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Agreement, or

(b) Utilize the remedy described in California Civil Code Section 1951.4 (lessor may continue the lease in effect and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations) however, in any event, Landlord may not recover under this paragraph 13(b) an amount which exceeds six (6) payments of the Base Rent in effect for the month immediately preceding Tenant's default and abandonment of the Premises.

If suit shall be brought by either party for breach of any covenant of this Agreement, the non-prevailing party shall pay to the prevailing party all expenses incurred, including reasonable attorneys' fees.

14. Cure by Landlord. In the event of any default of this Agreement by Tenant, Landlord may at any time, after at least thirty (30) days prior written notice to Tenant, cure the default for the account of and at the expense of Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Landlord's rights under this Agreement and Landlord is the prevailing party, then the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rental and shall be due from Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

15. Optional Termination.

a. This Agreement may be terminated in writing by Tenant if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of Tenant's Facilities or Tenant's business, or if, due to technological changes or for any other reason Tenant, in its sole discretion, determines that it will be unable to use the Premises for Tenant's intended purposes by Tenant.

b. If, during the Term of this Agreement, there is a determination made pursuant to an order of the Federal Communications Commission that Tenant's Use of the Premises poses a material risk to the public health or safety which cannot be remediated, then Landlord may notify Tenant that Landlord terminates this Agreement, and this Agreement shall terminate one (1) year after Tenant's receipt of such notice.

c. Upon termination of this Agreement for any reason, Tenant shall remove its equipment, personal property, Tenant's Facilities, and leasehold improvements from the Premises on or before the date of termination, and shall repair any damage to the Premises

caused by such equipment, normal wear and tear excepted, all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of the Term shall become the property of Landlord.

16. Liquidated Damages; Termination. Notice of Tenant's termination pursuant to paragraph 15(a)(i) shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Agreement of the Premises prior to said termination date shall be retained by Landlord. If such notice is received by Landlord prior to the Commencement Date, then upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. If such notice is received by Landlord after the Commencement Date, then upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other, except that Tenant shall pay Lessor six (6) months Rent as payment for such termination and except to the extent of the representations, warranties and indemnities made by each party to the other hereunder.

17. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of Tenant's Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Agreement upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove Tenant's Facilities from the Premises, repair any damage caused by such removal, normal wear and tear and damage by casualty excepted. This Agreement (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord and Tenant shall have no obligation to repair any damage to any portion of the Premises which was caused by casualty. Tenant shall have the right, but not the obligation, to repair damage to the Premises in order to continue its operations on the Premises.

18. Condemnation. In the event the Property is taken by eminent domain, this Agreement shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, Tenant shall have the right to terminate this Agreement as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Tenant's Facilities, and leasehold improvements.

19. Indemnity and Insurance.

a. Disclaimer of Liability: Except to the extent caused by the negligence, intentional misconduct, or omissions of Landlord or of any agent, servant or employee of Landlord, any associated, affiliated, allied or subsidiary entities of Landlord now existing or hereinafter created, or their respective officers, boards, commissions, employees, agents, attorneys, and contractors, Landlord shall not at any time be liable for injury or damage occurring to any person or property from any other cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antenna Facilities. Notwithstanding the foregoing, Landlord shall indemnify, defend, and hold Tenant, its employees, agents, servants, and all associated, affiliated, allied and subsidiary entities of Tenant now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys and contractors, successors and assigns, harmless from and against any and all loss, cost, claim, liability, action, damage, injury to or death of any person (including reasonable attorneys' fees)("Claims"), arising out of or connected with the (i) negligence, willful misconduct or omissions of Landlord, its agents or contractors, (ii) violation of law by Landlord, its agents or contractors, (iii) breach of any duty or obligation by Landlord under this Agreement, or (iv) any condition relating to the Premises which Tenant has no obligation to repair or maintain, except for Claims occurring on the Premises which are due to or caused by the negligence or willful misconduct of Tenant, its agents or contractors.

b. Indemnification: Except to the extent caused by the negligence, omissions or intentional misconduct of Landlord or of any agent, servant or employee of Landlord or any associated, affiliated, allied or subsidiary entities of Landlord now existing or hereinafter created, or their respective officers, boards, commissions, employees, agents, attorneys, and contractors, Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord, its agents, servants and employees and all associated, affiliated, allied and subsidiary entities of Landlord now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees") from and against:

1. Any loss, cost, claim, liability, action, damage, injury to or death of any person, (including reasonable attorneys' fees) ("Claims"), arising out of or connected with the (i) negligence, willful misconduct or omissions of Tenant, its agents or contractors, (ii) violation of law by Tenant, its agents or contractors in connection with this Agreement, (iii) breach of any duty or obligation by Tenant under this Agreement.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against Landlord, its employees, successors and assigns by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Facilities, and, upon the prior written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within sixty (60) days following such request.

c. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel.

d. Insurance: During the Term of this Agreement, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of Three Million Dollars (\$3,000,000.00) as the combined single limit for each occurrence of bodily injury personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000.00) as the combined single limit of each occurrence for bodily injury and property damage.

iv. At the start of and during the period of any construction, Tenant shall cause Tenant's contractor to maintain builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.



v. All policies shall be written on an occurrence and not on a claims made basis.

vi. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

e. Additional Insureds: All policies, except for business interruption, property damage and workers compensation policies, shall name Landlord, its employees,

elected and appointed boards, commissions, officers, agents, successors and assigns as additional insureds (herein referred to as the "Additional Insureds"). Each policy which includes Additional Insureds hereunder, shall contain cross liability wording, as follows: be primary insurance unaffected by any insurance or the equivalent; self-insurance Landlord may have which shall be excess only and not contributing with this insurance.

Initial
OS
[Signature]

~~"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover the insured against such claim as if separate policies had been issued to each insured hereunder."~~

f. Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph shall be filed and maintained with Landlord annually upon written request by Landlord during the Term of this Agreement. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord. Landlord shall immediately advise Tenant of any claim or litigation that may result in liability to Tenant.

g. Cancellation of Policies of Insurance: ~~All~~ The certificate of insurance policies maintained pursuant to this Agreement will show that Tenant's insurance broker-agent shall contain the following endorsement: "At provide at least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, such notice to be given by mail to the parties named in paragraph 24 of the Agreement."

Initial
OS
[Signature]

h. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of California or surplus line carriers on the State of California Insurance Commission's approved list of companies qualified to do business in the State of California. All insurance carriers and surplus line carriers shall be rated A₊ or better by A.M. Best Company.

Initial
OS
[Signature]

i. Deductibles: All insurance policies may be written with deductibles. Tenant agrees to indemnify and save harmless Landlord and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

j. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, worker's compensation, comprehensive public liability and automotive liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate reasonable limits of insurance.

k. Review of Limits: Once every five (5) years during the Term of this Agreement, Landlord may review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified in writing and shall obtain the

reasonable additional limits of insurance, at its sole cost and expense, within ninety (90) days following receipt of such notice.

1. The representations, warranties and indemnities made by each party to the other in this paragraph 19 shall survive the expiration or earlier termination of this Agreement.

20. Hazardous Substance Indemnification.

a. Except for Tenant's use of batteries, fire protection systems, fuel for generators, commonly-used cleaning solvents and plant-controlling chemicals, Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release caused by Tenant of any hazardous substance on the Premises and any damage, loss, or expense or liability resulting from such release including all reasonable attorney's fees, costs and penalties incurred as a result thereof except any release caused by Landlord, its employees, agents, other tenants, licensees, occupants or independent contractors. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

b. Landlord represents and warrants that any activity concerning hazardous substances on the Property will be done in accordance with all local, state and federal regulations governing the proper use, storage, transportation and disposal of said materials. Landlord shall indemnify, defend, protect and hold Tenant harmless from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising as a result of any hazardous substances which exist within the Property or the Premises as of the Commencement Date and any hazardous substances which are present within the Property or the Premises after said date which are caused by Landlord. Landlord acknowledges and agrees that Tenant shall not be responsible or liable to Landlord for the investigation, cleanup, remediation, compliance with laws, and closure relating to any release of hazardous substances on the Property or Premises that are not caused by the activities of Tenant.

C. The representations, warranties and indemnities made by each party to the other in this paragraph 20 shall survive the expiration or earlier termination of this Agreement.

21. Subordination to Mortgages. Any mortgage now or subsequently placed by Landlord upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Agreement and Tenant subordinates all of its interest in the leasehold estate created by this Agreement to the lien of any such mortgage; provided that every such mortgagee shall recognize (in writing and in a form acceptable to Tenant's counsel) the validity of this Agreement in the event of foreclosure of Landlord's interest and also Tenant's

right to remain in occupancy and have access to the Premises for so long as Tenant is not in material default of this Agreement beyond any applicable cure period. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.

22. Acceptance of Premises. When Tenant has obtained all necessary governmental permits for the construction of Tenant's Facilities, Tenant shall deliver to Landlord written notice of Tenant's intention to commence construction. Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation warranty with respect to the condition of the Premises.

23. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than twenty (20) days prior written request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Agreement is unmodified and in full force (or there have been modifications, that the Agreement is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) to the person making the certificate's actual knowledge, without inquiry, Landlord is not in default under any provisions of the Agreement.

24. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Landlord, to: City of Lodi
P.O. Box 3006
Lodi, CA 95241
ATTN: Richard C. Prima, Jr.

With a copy to: City of Lodi
P.O. Box 3006
Lodi, CA 95241
ATTN: Rebecca Areida

Landlord's Payee: City of Lodi
P.O. Box 3006
Lodi, CA 95241
ATTN: Rebecca Areida
Taxpayer ID Number 94-6000361

If to Tenant, to: Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
ATTN: Network Real Estate

25. Assignment.

a. Tenant may not assign this Agreement or sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, however, Tenant shall not require Landlord's consent in order to assign this Agreement, or to sublease all or any portion of the Premises, to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets in the market, as defined by the Federal Communications Commission, in which the Premises is located.

b. Subject to the terms of this Agreement, Landlord may lease space on the Property or on other property it owns to any other party, including other communications carriers,

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representative, and assigns.

27. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

28. Taxes.

a. Tenant shall pay its proportionate share of real property taxes, possessory interest taxes and assessments for the Premises, if any, which become due and payable during the term of this Agreement. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises, which become due and payable during the Term of this Agreement.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes assessed on the personal property of Tenant which is located on the premises.

29. Miscellaneous.

a. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Landlord further covenants that there are no other liens, judgments or impediments of title on the Property affecting Landlord's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by Tenant as set forth above.

b. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Agreement must be in writing and executed by both parties.

c. This Agreement shall be construed in accordance with the laws of the State of California.


d. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

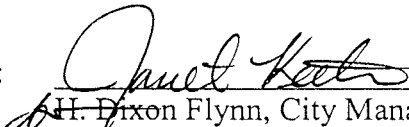
e. Upon request either party may require that a Memorandum of Lease Agreement be recorded in the form of Exhibit "C".

LANDLORD

Approved as to Form:

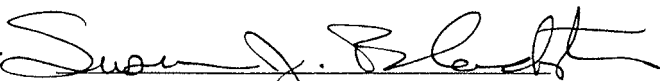
CITY OF LODI, a municipal corporation

By: 
Randall A. Hays, City Attorney

By: 
H. Dixon Flynn, City Manager

Date: 10/31/03

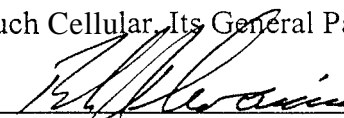
Date: 10-31-03

By: 
Susan Blackston, City Clerk

Date: 10-31-03

TENANT

SACRAMENTO-VALLEY LIMITED
PARTNERSHIP d/b/a/ VERIZON WIRELESS
By AirTouch Cellular, Its General Partner

By: 
Name: Robert F. Swaine

Title: West Area Vice President, Network

Date: 3-9-04

EXHIBIT A
The Property

The land referred to in this Report is situated in the City of Lodi, County of San Joaquin, State of California, and is described as follows:

A portion of the Southwest 1/4 of Section 11, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, described as follows:

PARCEL ONE:

BEGINNING at the corner common to Section Ten (10) Eleven (11) Fourteen (14) and Fifteen (15), Township Three (3) North Range Six (6) East, Mount Diablo Base and Meridian; and running along the South line of said Section Eleven (11), East 1839 1/2 feet to the center of an irrigation canal for the point of beginning of the tract of land hereby conveyed, thence Northerly along the center line of said canal 974 feet; thence East 317.8 feet to the West side of a twenty foot lane; thence Southerly along the West side of said lane 974 feet to the South line of said Section Eleven (11); thence West along said Section line 322 feet to the Point of Beginning.

PARCEL TWO:

BEGINNING at the Northwest corner of the land described in the deed to the City of Lodi, a municipal corporation, dated January 16, 1939, recorded January 18, 1939, in Volume 612 of Official Records, Page 397; thence Westerly to the Northeast corner of the land described in the deed to Robert M. Mayer, a single man, dated November 14, 1944, recorded December 4, 1944, in Volume 902 of Official Records, Page 226; thence Southerly along the East line of said Mayer land and the East line of the land described in the deed to the City of Lodi, a municipal corporation, dated August 18, 1909, and recorded February 2, 1910, in Volume 187, Book "A" of Deeds, Page 62, to the South Line of said Southwest 1/4; thence Easterly along said Section line, to the Southwest corner of said City of Lodi land, recorded in Volume 612 of Official Records, Page 397; thence Northerly along the West line of the last mentioned City of Lodi land, to the Point of Beginning.

PARCEL THREE:

BEGINNING at the Southeast corner of the Southwest one quarter (SW 1/3) of Section Eleven (11), Township Three (3) North, Range Six East Mount Diablo Base and Meridian on the middle line of the Public Road thence North along the East line of said quarter section 1950 feet to a stake, thence West 446 1/2 to a stake, thence South 1950 1/2 feet to the middle of the public road, thence East 446 1/2 feet to the Point of Beginning.

SAVE AND EXCEPT the South 25 feet thereof which is reserved for county road.

ALSO SAVE AND EXCEPT the following described parcel of land:

EXHIBIT “A1”

Legal Description of Lessor’s Property

BEGINNING at an axle 2614 feet South $89^{\circ}7' 1/2''$ East along the South line of Section 11 from the corner common to Sections 10, 11, 14 and 15, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, thence North $0^{\circ}10'$ East 175 feet to an axle; thence North $89^{\circ}7' 1/2''$ West 250 feet to an axle; thence South $0^{\circ}10'$ West 175 feet to an axle on the South line of Section 11, thence South $89^{\circ}7' 1/2''$ East 250 feet along said section line to a Point of Beginning.

ALSO SAVE AND EXCEPT the North 438.5 feet of Parcels Two and Three, as described in Resolution and Deed to Maurice O. Ray Jr., (et ux), recorded July 12, 1961, in Book 2435 Page 580.

AP# (S)031-040-21 and 031-040-22

EXHIBIT B
Tenant's Facilities

EXHIBIT C
Memorandum of Lease

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
(Re: Kettleman Lane cell site)

(Space above this line for Recorder's use.)

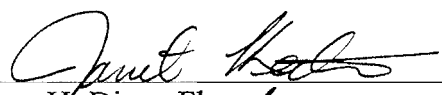
MEMORANDUM OF LEASE AGREEMENT

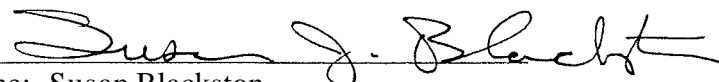
THIS MEMORANDUM OF LEASE AGREEMENT evidences that a Lease Agreement ("Lease") was entered into as of November 14, 2003, by and between the City of Lodi, a municipal corporation ("Landlord"), and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant") concerning certain real property located at 1145 S. Ham Lane, in the City of Lodi, County of San Joaquin, California, within the property of Landlord which is described in Exhibit "A1" attached hereto (Landlord's Property), together with a right of access and to install and maintain utilities, for an initial term of ten (10) years commencing on the Commencement Date (as defined in the Lease), which term is subject to certain rights to extend by Tenant. Landlord shall not cause or permit any use of the Landlord's Property which interferes with or impairs the quality of the communications services being rendered by Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease Agreement as of the day and year first above written.

LANDLORD:

City of Lodi, a municipal corporation

By: 
Name: H. Dixon Flynn
Title: City Manager
Date: 10-31-03

By: 
Name: Susan Blackston
Title: City Clerk
Date: 10-31-03

TENANT:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: _____
Name: Robert F. Swaine
Title: West Area Vice President, Network
Date: _____

Approved as to form


Deputy City Attorney

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this ____ day of _____, 20__, by and between the City of Lodi, a municipal corporation ("Landlord"), and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless ("Tenant"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Landlord and Tenant, or their predecessors in interest, are parties to a Lease Agreement dated November 14, 2003 ("Lease"), whereby Landlord has leased a portion of Landlord's Property (as defined in the Lease) to Tenant to construct, operate and maintain a communications facility.

B. Landlord and Tenant desire to (i) expand the size of Tenant's Premises, and (ii) provide for an increase in the Base Rent payable to Landlord under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LEASE PREMISES. Subsection 1.a of the Lease shall be deleted in its entirety and replaced with the following:

"a. Landlord leases to Tenant and Tenant leases from Landlord a portion of the Property, consisting of approximately six hundred thirty (630) square feet, comprised of a four hundred sixty eight (468) square foot parcel for a communications facility and a one hundred and sixty-two square foot parcel (15' by 10.8') for an emergency generator, together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among Tenant's leased parcels and the Tenant's tower space and to all necessary electrical and telephone utility sources as shown on the Site Plan attached as Exhibit B (collectively, the "Premises"). Tenant understands that subject to the provisions of paragraph 12, Interference, Landlord may lease space in the surrounding area to other entities."

2. EXHIBIT "B". Exhibit "B" of the Lease shall be deleted in its entirety and replaced with Exhibit "B" attached hereto and incorporated herein by this reference.

3. RENT. Commencing upon the first day of the month following the date Tenant begins installation of the emergency generator on the Premises, the Base Rent shall increase by the amount of Two Hundred and Fifty and 00/100 Dollars (\$250.00) per month.

4. ASSIGNMENT. The second sentence of subsection 25.a, of the Lease shall be deleted in its entirety and replaced with the following:

"Notwithstanding the foregoing, however, this Agreement may be sold, assigned or transferred by the TENANT without any approval or consent of the LANDLORD to the TENANT's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of TENANT's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of TENANT or transfer upon partnership or corporate dissolution of TENANT shall constitute an assignment hereunder."

5. CONTINUED EFFECT. Except as specifically modified by this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between any term and provision of the Lease and this Amendment, the terms and provisions of this Amendment shall control. In addition, except ~~as~~ otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Lease. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have caused this FIRST AMENDMENT TO LEASE AGREEMENT to be executed by each party's duly authorized representative effective as of the date first above written.

LANDLORD:

City of Lodi, a municipal corporation

By: _____
Name: Blair King
Title: City Manager
Date: _____

TENANT:

Sacramento-Valley Limited Partnership
d/b/a Verizon Wireless
By AirTouch Cellular, Its General Partner

By: _____
Name: Walter L. Jones, Jr.
Title: West Area Vice President – Network
Date: _____

Approved as to form



City Attorney

EXHIBIT “B”



KETTLEMAN

#115445

1145 SOUTH HAM LANE
LODI, CA 95242

HMH
DESIGN GROUP
5164 FRY ROAD
VACAVILLE, CA. 95687
PHONE 707-448-8011
FAX: 707-448-8190

verizonwireless
785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
145 SOUTH HAM LANE
LODI, CA 95242
SAN JOAQUIN COUNTY

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE _____ DATE _____
VERIZON WIRELESS
REAL ESTATE:

SIGNATURE _____ DATE _____
VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE _____ DATE _____
VERIZON WIRELESS
RF ENGINEER:

SIGNATURE _____ DATE _____
PROPERTY OWNER:

SIGNATURE _____ DATE _____

DRAWN BY _____ CHECKED BY _____
PGM

NO.	DATE	ISSUE
A	5/24/08	FOR REVIEW
0	6/9/08	CITY COMMENT
1	6/23/08	ENCLOSURE SIZE

SHEET TITLE

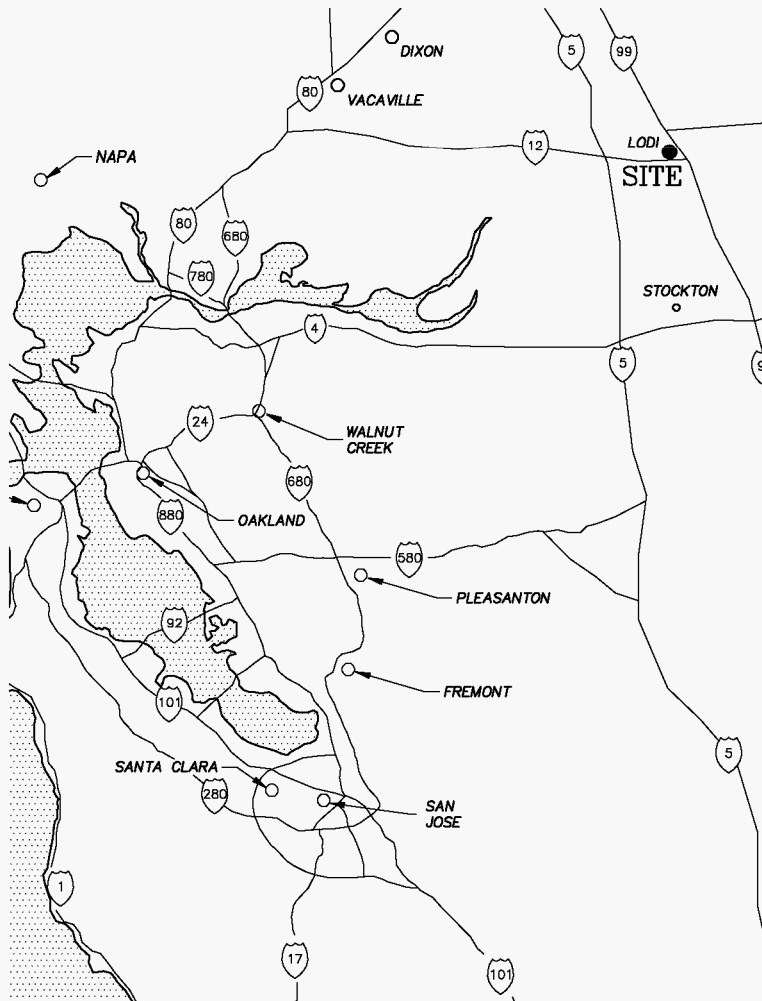
TITLE SHEET

SHEET NUMBER

T-1

HMH JOB # 0820

LOCATION MAP



VICINITY MAP



DRIVING DIRECTIONS

Depart 2785 Mitchell Dr, Walnut Creek, CA 94598 on Mitchell Dr (East)
Turn RIGHT (South-East) onto Oak Grove Rd
Turn LEFT (East) onto Ygnacio Valley Rd
Road name changes to Kirker Pass Rd
Road name changes to Railroad Ave
Take Ramp (RIGHT) onto SR-4 [California Delta Hwy]
Road name changes to SR-160
Turn RIGHT (East) onto SR-12
Turn LEFT (North) onto S Ham Ln
Arrive 1145 S Ham Ln, Lodi, CA 95242

SHEET INDEX

T-1 TITLE SHEET
C-1 SITE SURVEY
A-1 SITE PLAN
A-2 ELEVATION VIEWS
A-3 ELEVATION VIEW
A-4 GENERATOR AND ENCLOSURE DETAILS
A-5 RETAINING WALL DETAILS
E-1 ELECTRICAL PLAN, SINGLE LINE DIAGRAM, GENERAL NOTES, DETAILS

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN COMPLIANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED NOT CONFORMING TO THESE CODES.

1. CALIFORNIA ADMINISTRATIVE CODE (INCLUDING TITLES 24 & 25)
2. CALIFORNIA BUILDING CODE (CBC) 2007
3. CALIFORNIA MECHANICAL CODE (CMC) 2007
4. CALIFORNIA PLUMBING CODE (CPC) 2007
5. CALIFORNIA ELECTRIC CODE (CEC) 2007
6. COUNTY ORDINANCES

ACCESSIBILITY REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2007 CALIFORNIA BUILDING CODE.

PROJECT DESCRIPTION

1. INSTALL CONCRETE SLAB, COVERED CMU BLOCK ENCLOSURE AND RATING WALLS.
2. PLACE PERMANENT 60kw DIESEL STANDBY GENERATOR W/ 210 GALLON, UL 142 APPROVED FUEL TANK.
3. ELECTRICALLY CONNECT GENERATOR TO EXISTING EQUIPMENT

BUILDING / SITE DATA LEGEND

APN: 031-040-51
PSL NUMBER 115445
OCCUPANCY M P E UNOCCUPIED
CONSTRUCTION TYPE V-N

NOTE: IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

PROJECT TEAM

DESIGNER
HMH DESIGN GROUP
5164 FRY ROAD
VACAVILLE, CA. 95687
PHONE (707) 448-8011
FAX: (707) 448-8190

APPLICANT:
verizonwireless
2785 MITCHELL DRIVE
WALNUT CREEK, CA. 94598
TOM KROHN
PHONE (925) 279-6329

AGENT:
ON AIR, LLC
465 FIRST ST. WEST, SUITE 101
SONOMA, CA 95476
GALE FINK
PHONE (916) 899-8275

LANDLORD:
CITY OF LODI
221 W. PINE STREET
LODI, CA 95241
REBECCA
PHONE (209) 333-6806

ON AIR, LLC - CONSTRUCTION

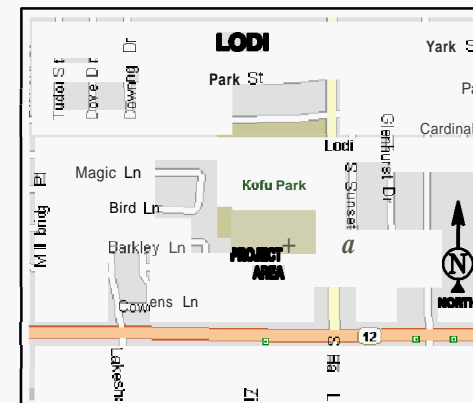
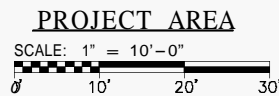
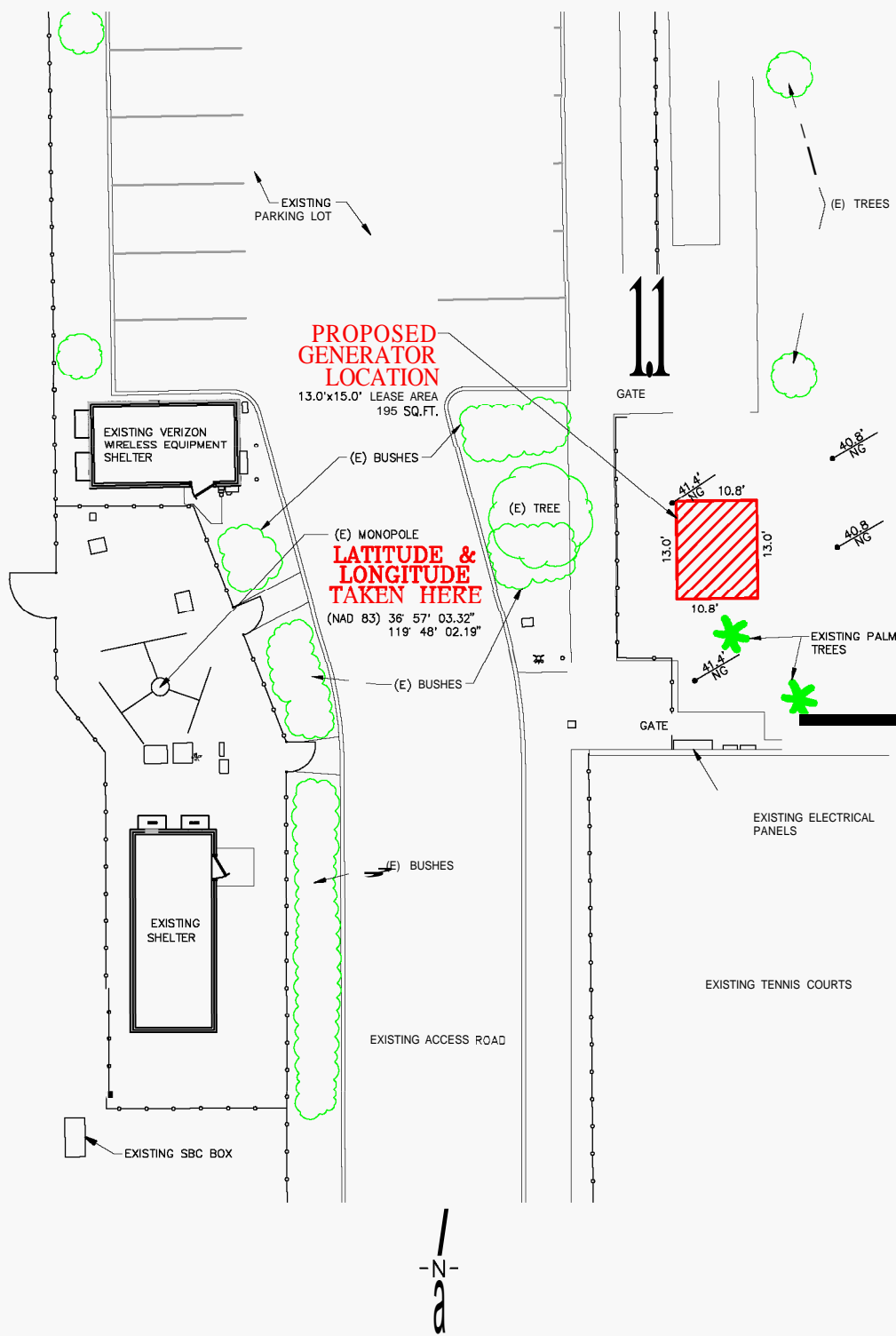
SIGNATURE _____ DATE _____

ON AIR, LLC - LEASING

SIGNATURE _____ DATE _____

ON AIR, LLC - ZONING

SIGNATURE _____ DATE _____



VICINITY MAP

PROPERTY INFORMATION

OWNER CITY OF LODI
ADDRESS 221 WEST PINE STREET
LODI, CA 95241

SITE: KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95241

ASSESSOR'S PARCEL NUMBER: APN 031-040-51
EXISTING GROUND ELEVATION FELEV=41.1'-AMS

LESSOR'S LEGAL DESCRIPTION

NO TITLE REPORT WAS AVAILABLE AT THE TIME OF SURVEY.
PROPERTY BOUNDARY SHOW IS PER ASSESSOR PARCEL
MAP, FENCELINES AND SPLITTING CURBS.

THE LAND REFERRED IN SAID REPORT IS SITUATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

TITLE REPORT

NO TITLE REPORT WAS AVAILABLE AT THE TIME OF FIELD SURVEY
PROPERTY BOUNDARY SHOWN IS PER ASSESSORS PARCEL MAPS,
FENCE LINES AND SPLITTING CURBS.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE
NAD83 COORDINATE SYSTEM **STATE PLANE COORDINATE ZONE 3**,
DETERMINED BY GPS OBSERVATIONS.

BENCHMARK

ELEVATION ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 99 SEPARATIONS, CONSTRAINING TO NGS CONTROL STATION 'LUTZ' ELEVATION=450.0' (NAVD88)

SURVEY DATE

04/16/2008

SURVEYOR'S NOTES

NO TITLE REPORT WAS AVAILABLE AT THE TIME OF FIELD SURVEY
ANY EASEMENTS AFFECTING THE IMMEDIATE AREA SURROUNDING
THE LEASE HAVE NOT BEEN PLOTTED OR RESEARCHED.
THE BOUNDARY SHOWN HEREON IS PLOTTED FROM FIELD
MEASUREMENTS AND AVAILABLE MAP INFORMATION AND DOES NOT
CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

UTILITY NOTES

SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DMLP/OPER TO CONTACT USA AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LEGEND

P.O.B.	POINT OF BEGINNING	W	WATER CONTROL VALVE
VC&G	VERTICAL CURB AND GUTTER	⊗	FIRE HYDRANT
R/W	RIGHT OF WAY	⊗	GUY CONDUCTOR
AP	ASPHALT	●	FOUND AS NOTED
D/W	ACCESS DRIVEWAY	⊗	POWER POLE
TOP	TOP OF SLOPE	⊗	LIGHT POLE
D/W	SIDEWALK	⊗	ELECTRICAL TRANSFORMER
SW	TOP OF PARAPET	⊗	AIR CONDITIONING UNIT
TW	TOP OF WALL	⊗	TELEPHONE PEDESTAL
⊗	LOT NUMBER	⊗	TELEPHONE VAULT
⊗	BENCHMARK	⊗	TELEPHONE MANHOLE
⊗	OR POSITION OF	⊗	GAS VALVE
⊗	GEODETIC COORDINATES	⊗	GAS METER
SPOT ELEVATION			
DISH ANTENNA			PROPERTY LINE
MICROWAVE ANTENNA			CHAIN LINK FENCE
TELECOMMUNICATIONS MONOPOLE			WOOD OR IRON FENCE
			CONDUCTOR OR
			BARBED FENCE
			RAILROAD TRACKS

[illegible]

H₂Wood Surveying

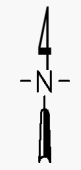
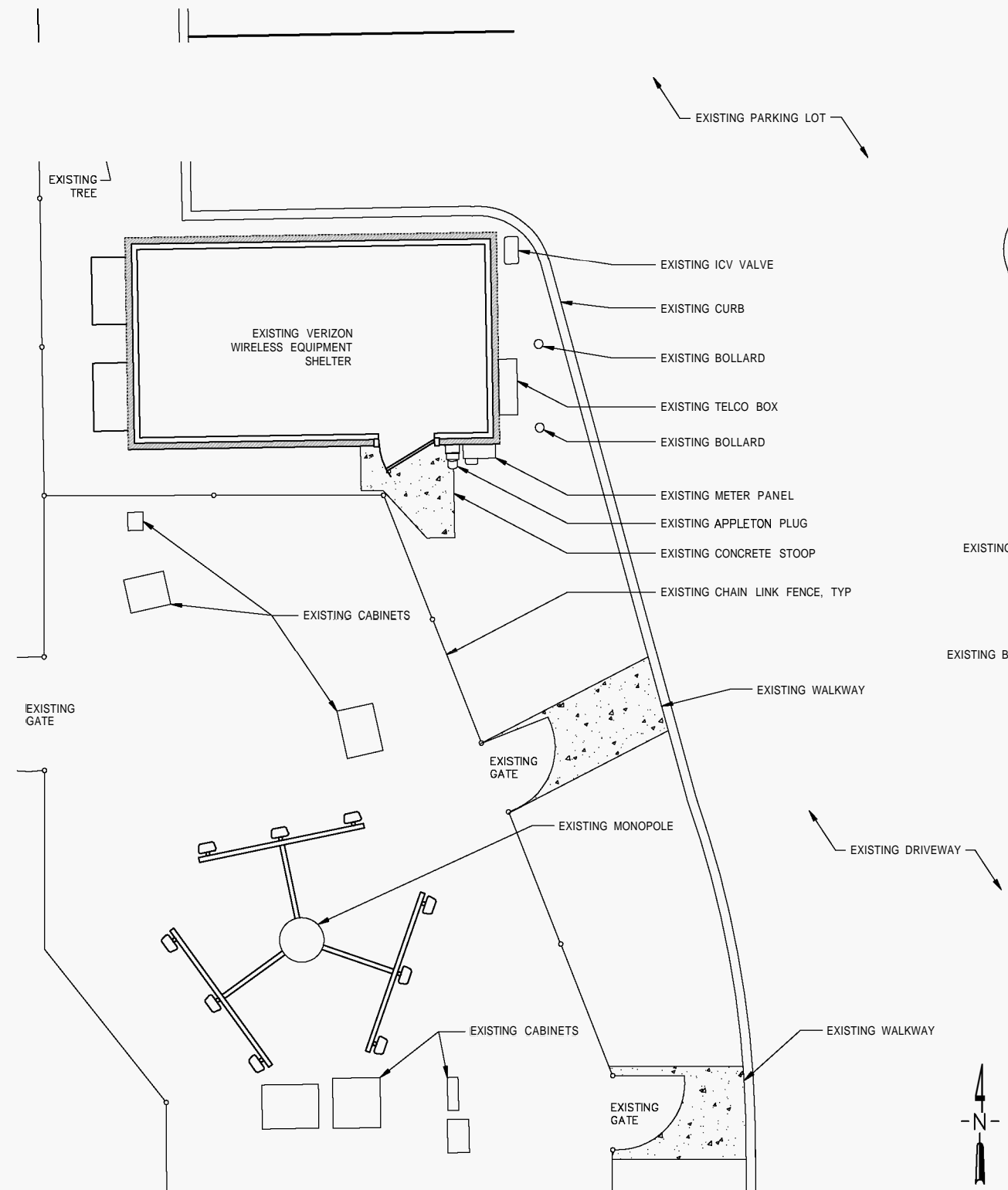


verizonwireless
22785 MITCHELL DRIVE
WALNUT CREEK, CA. 94598

TOPOGRAPHIC SURVEY EXISTING CONDITIONS

VERIZON WIRELESS
PSL NO. 115445

C-1



SITE PLAN
SCALE: 1/4" = 1'-0"
0' 2' 4' 8' 12'



NOTE: IF DRAWING IS 11" x 17"
DRAWING IS 1/2 SCALE

HMH
DESIGN GROUP
5164 FRY ROAD
VACAVILLE, CA. 94587
PHONE 707-448-8011
FAX: 707-448-890

verizonwireless
2785 MITCHELL DRIVE, BLDG 9
NALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95242
SAN JOAQUIN COUNTY

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE
VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE
VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE
VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE
PROPERTY OWNER:

SIGNATURE DATE
DRAWN BY CHECKED BY
PGM

NO. DATE ISSUE
A 5/20/08 FOR REVIEW
0 6/9/08 CITY COMMENT
1 6/23/08 ENCLOSURE SIZ

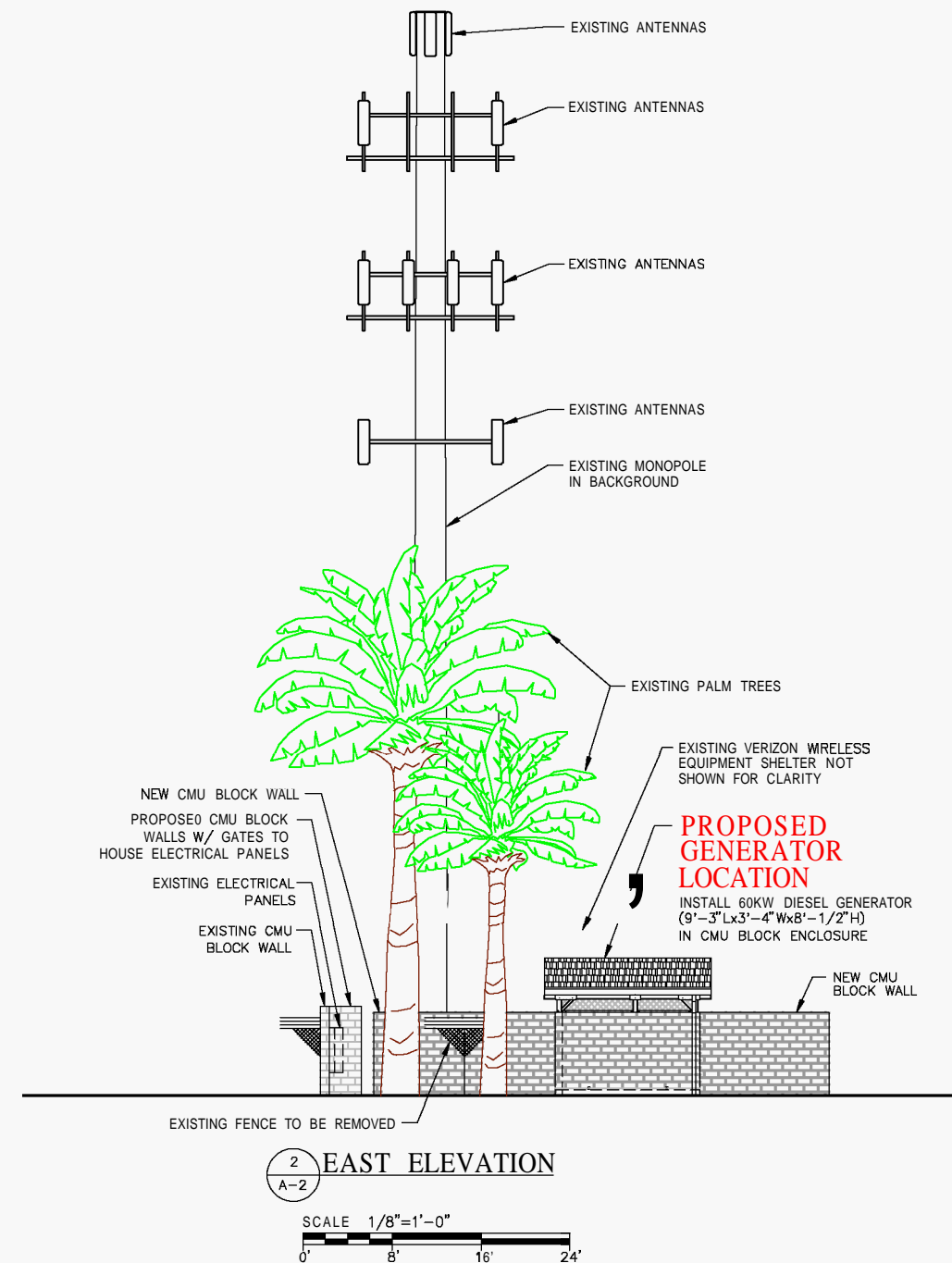
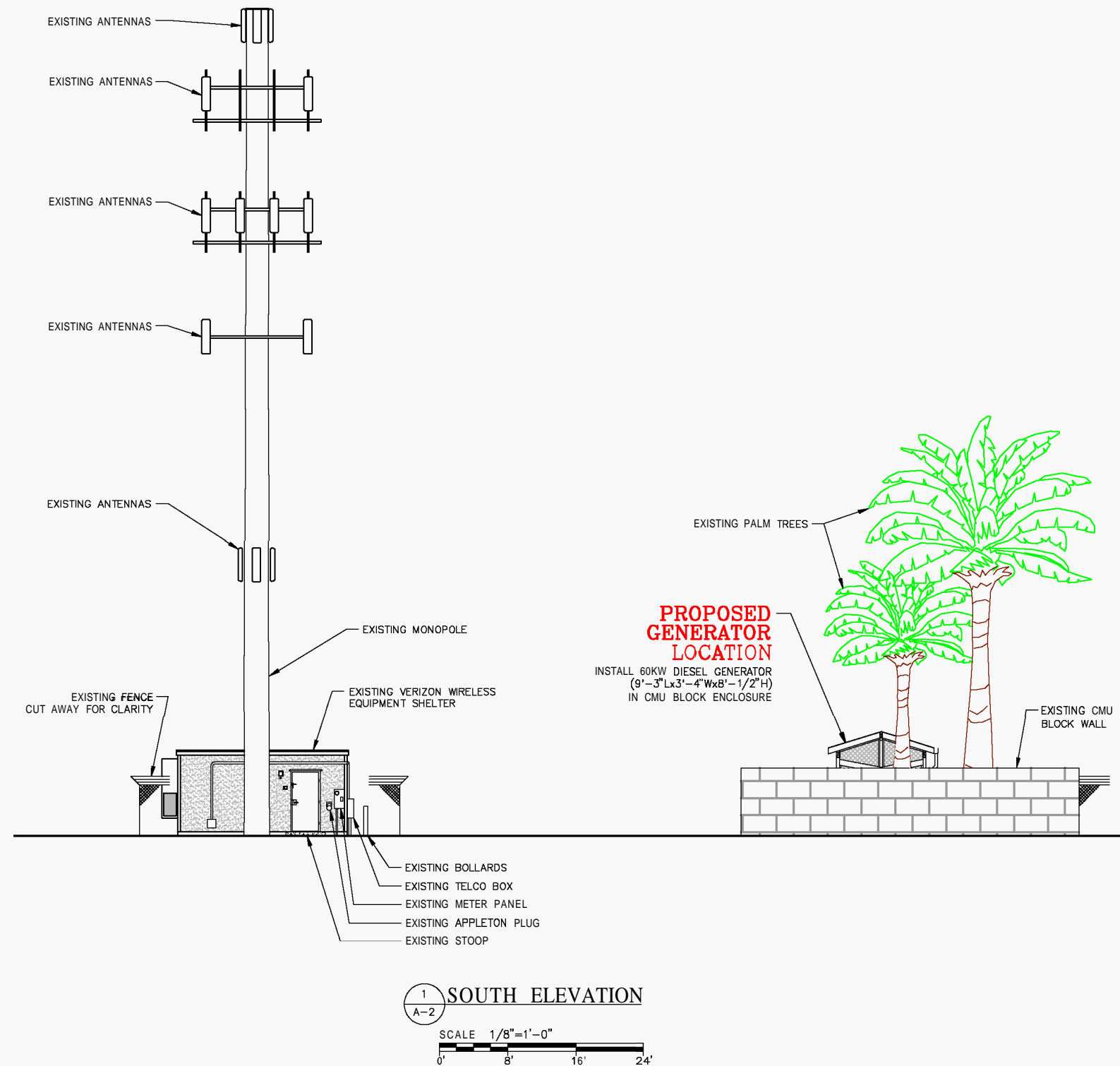
SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1

HMH JOB # 0820



HMH
DESIGN GROUP
5164 FRY ROAD
VACAVILLE, CA. 95687
PHONE 707-448-801
FAX: 707-448-8190

verizonwireless

2785 MITCHELL DRIVE, BLDG 9
NALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LOOI, CA 95242
SAN JOAQUIN COUNM

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE

PROPERTY OWNER:

SIGNATURE DATE

DRAWN BY CHECKED BY

PGM

NO.	DATE	ISSUE
A	5/24/08	FOR REVIEW
0	6/9/08	CITY COMMEN'
1	6/23/08	ENCLOSURE SIZ

SHEET TITLE

ELEVATION VIEWS

SHEET NUMBER

A-2

HMH JOB # 0820

NOTE IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

HMH
DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 94587
PHONE 707-448-8011
FAX: 707-448-8190



2785 MITCHELL DRIVE, BLDG 9
NALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LOOI, CA 95242
SAN JOAQUIN COUNM

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE

PROPERTY OWNER:

SIGNATURE DATE

DRAWN BY CHECKED BY

PGM

NO.	DATE	ISSUE
A	5/24/08	FOR REVIEW
0	6/9/08	CITY COMMEN
1	6/23/08	ENCLOSURE SIZ

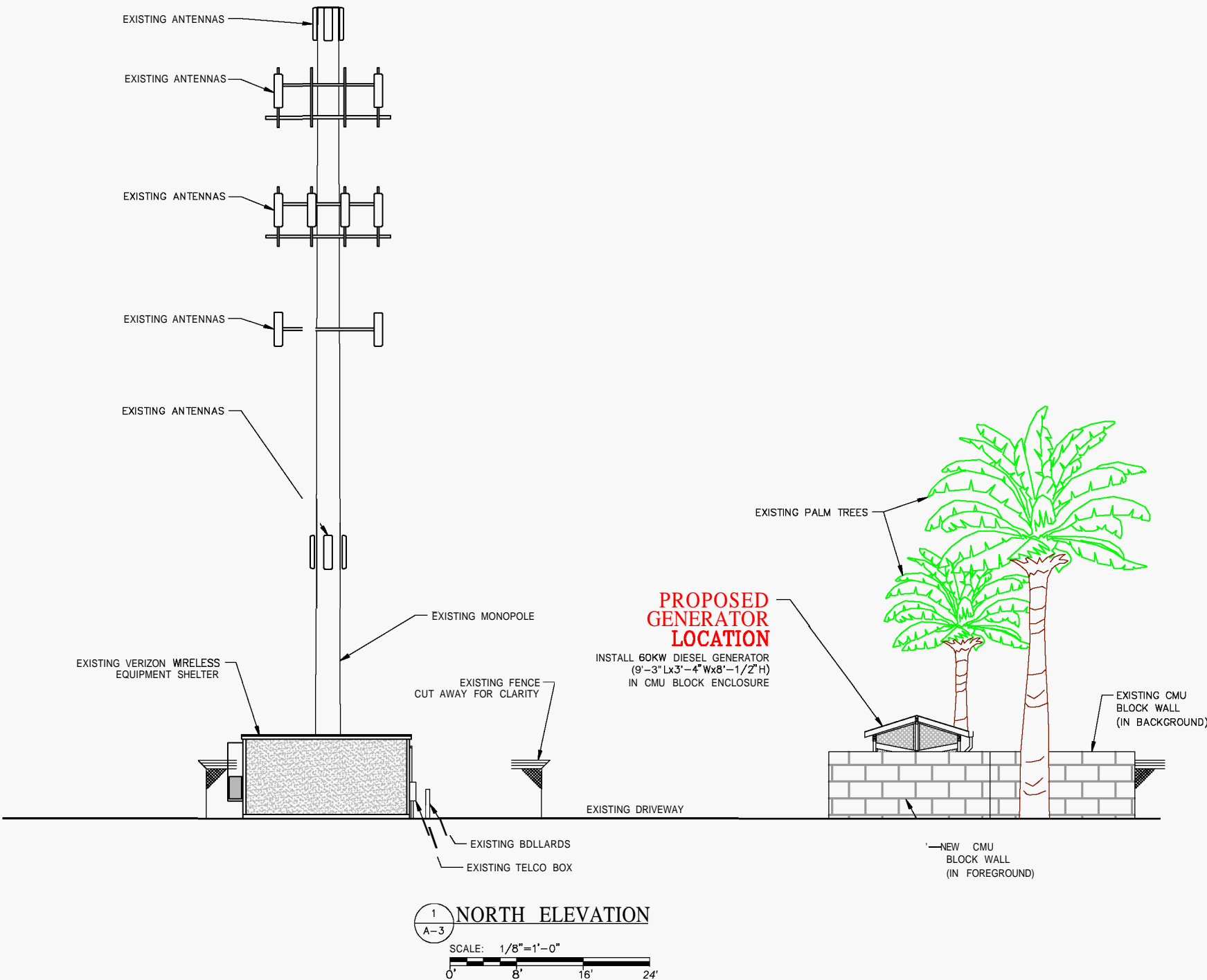
SHEET TITLE

ELEVATION VIEW

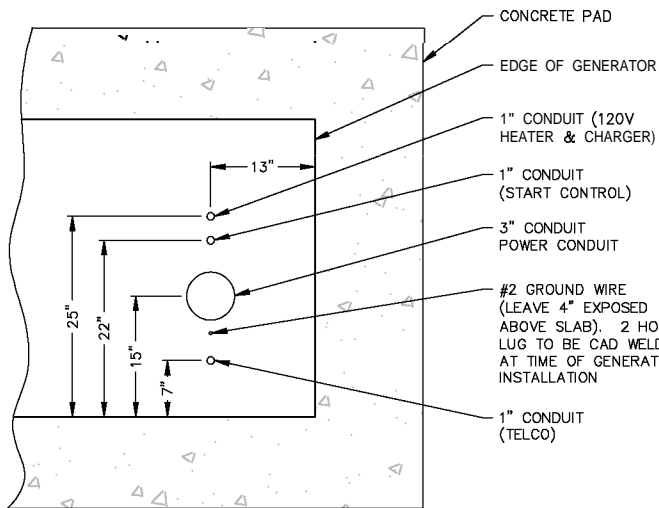
SHEET NUMBER

A-3

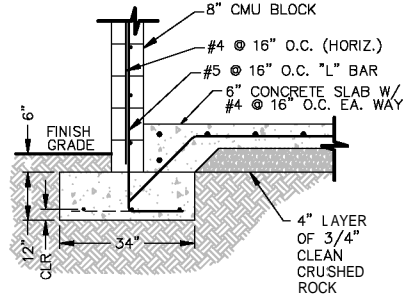
HMH JOB # 0820



NOTE IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

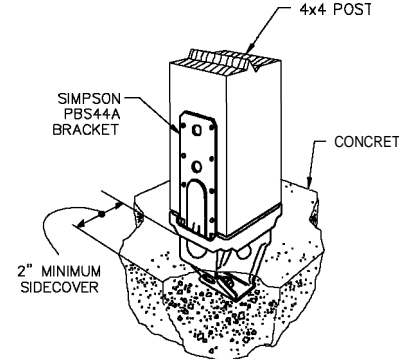


1 STUB UP AREA DETAIL
A-4 SCALE: 1" = 1'-0"

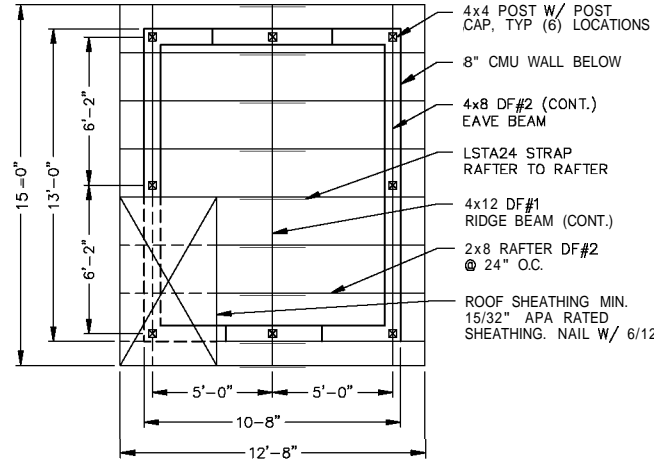


SECTION A-A
FOOTING DETAIL

SCALE: 1/2" = 1'-0"

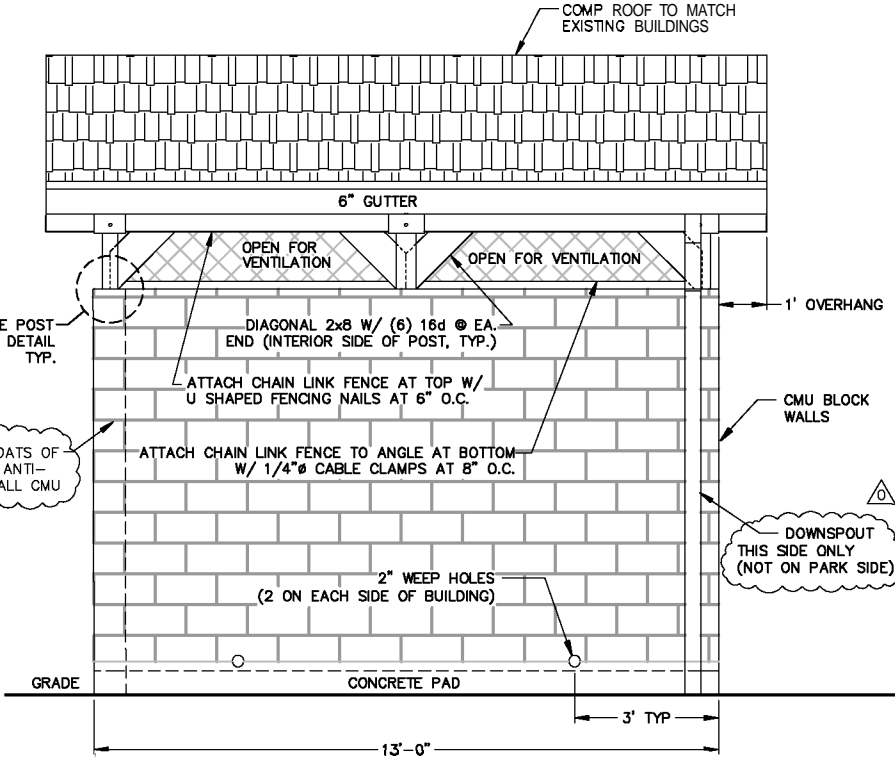


POST BASE DETAIL
NOT TO SCALE



ROOF FRAMING PLAN

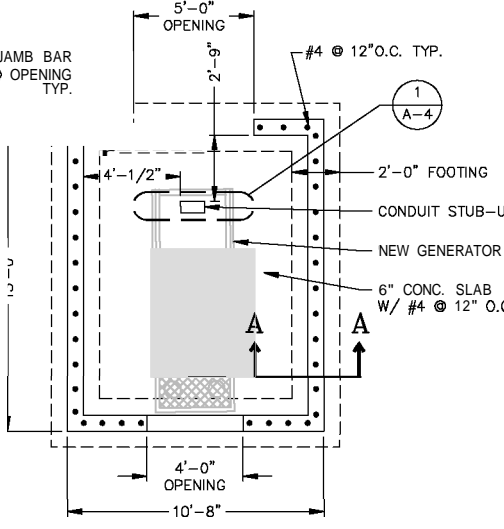
SCALE: 1/4" = 1'-0"



SIDE ELEVATION

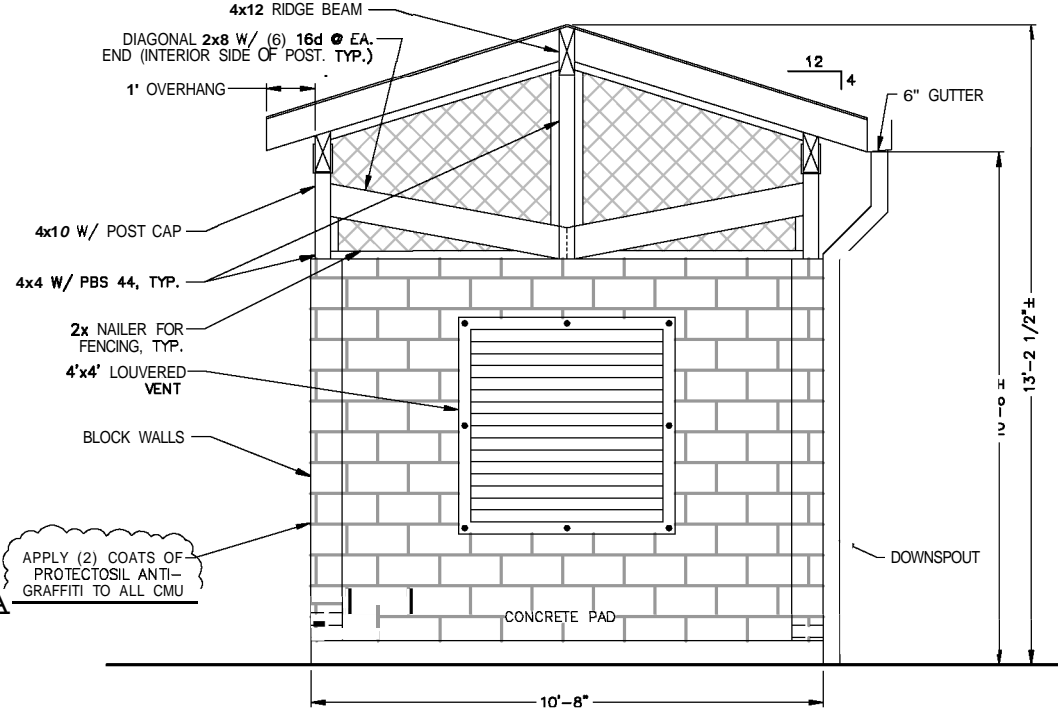
EQUIPMENT ENCLOSURE ELEVATION VIEWS

SCALE: 1/2" = 1'-0"

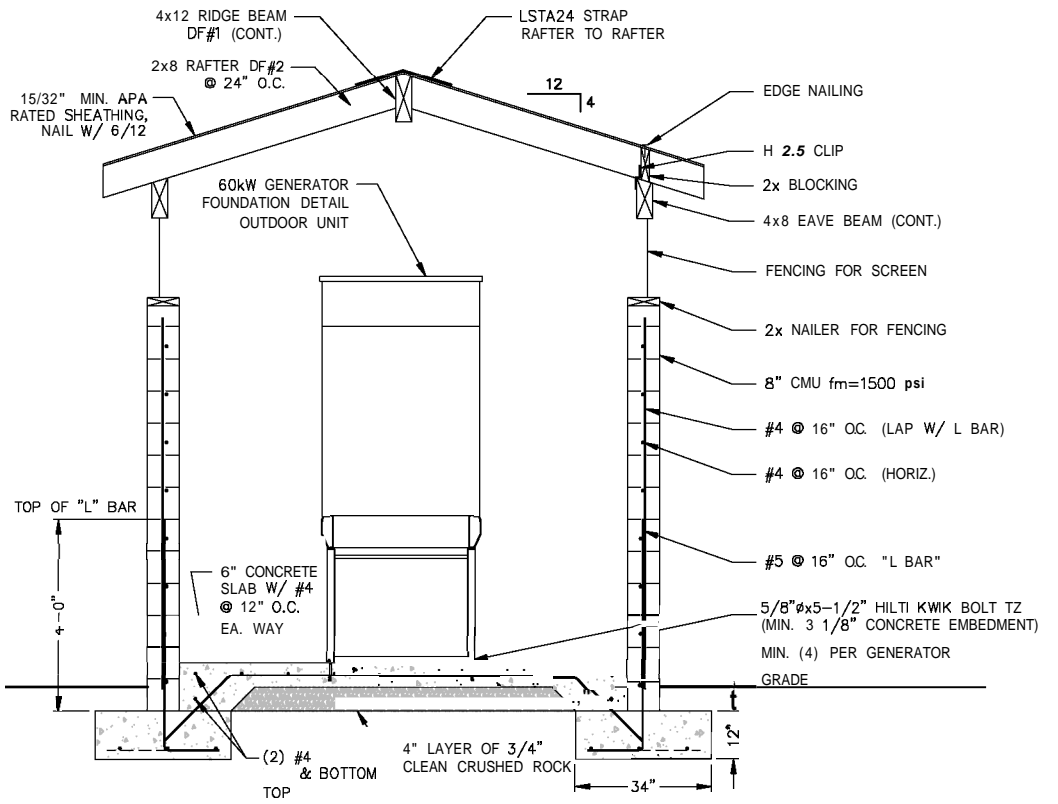


FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



END ELEVATION



SECTION VIEW

SCALE: 1/2" = 1'-0"

NOTE: IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

HMH
DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 95687
PHONE 707-448-8011
FAX: 707-448-8190

verizonwireless

2785 MITCHELL DRIVE, BLDG 9
NALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95242
SAN JOAQUIN COUNTY

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE

PROPERTY OWNER:

SIGNATURE DATE

DRAWN BY CHECKED BY

PGM

NO.	DATE	ISSUE
A	5/27/08	FOR REVIEW
0	6/9/08	CITY COMMENT
1	6/23/08	ENCLOSURE SIZ

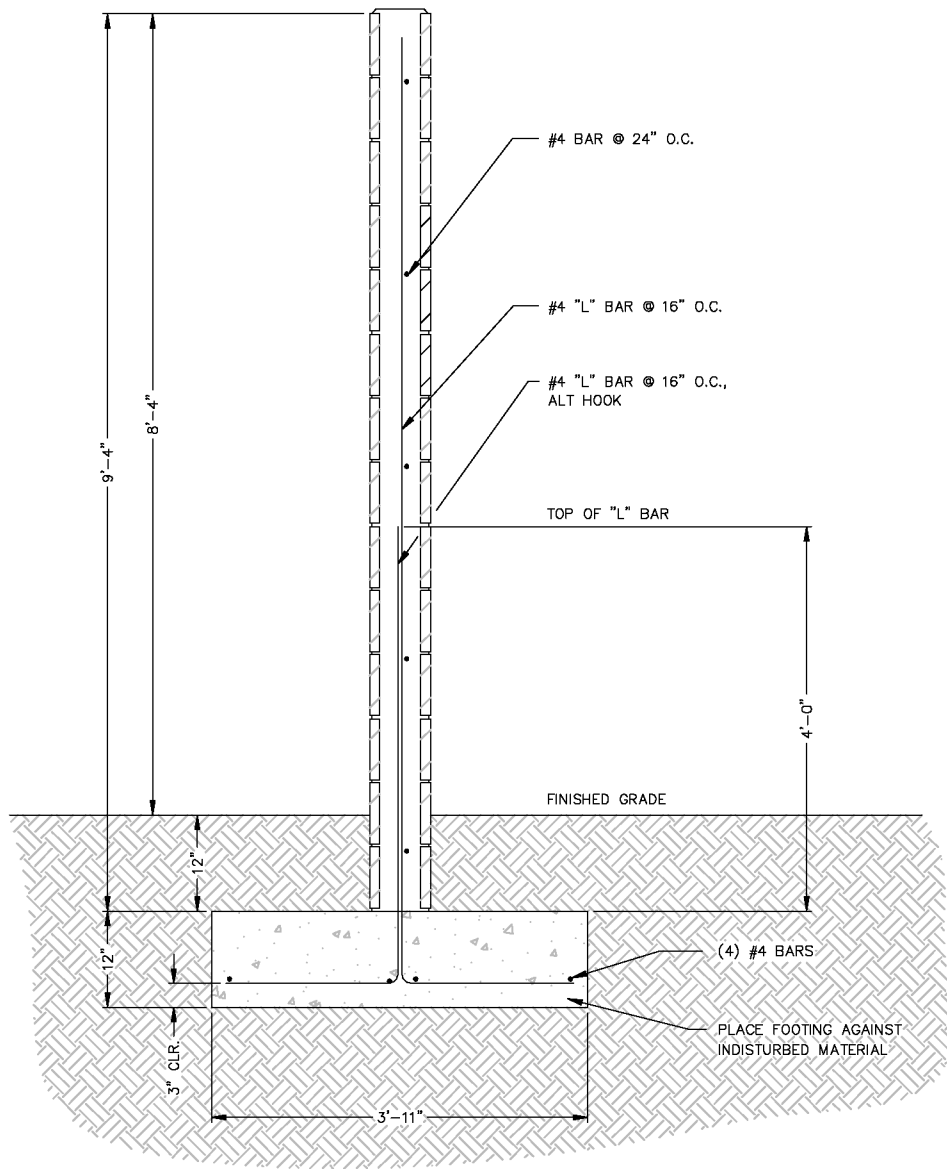
SHEET TITLE

**GENERATOR &
ENCLOSURE
DETAILS**

SHEET NUMBER

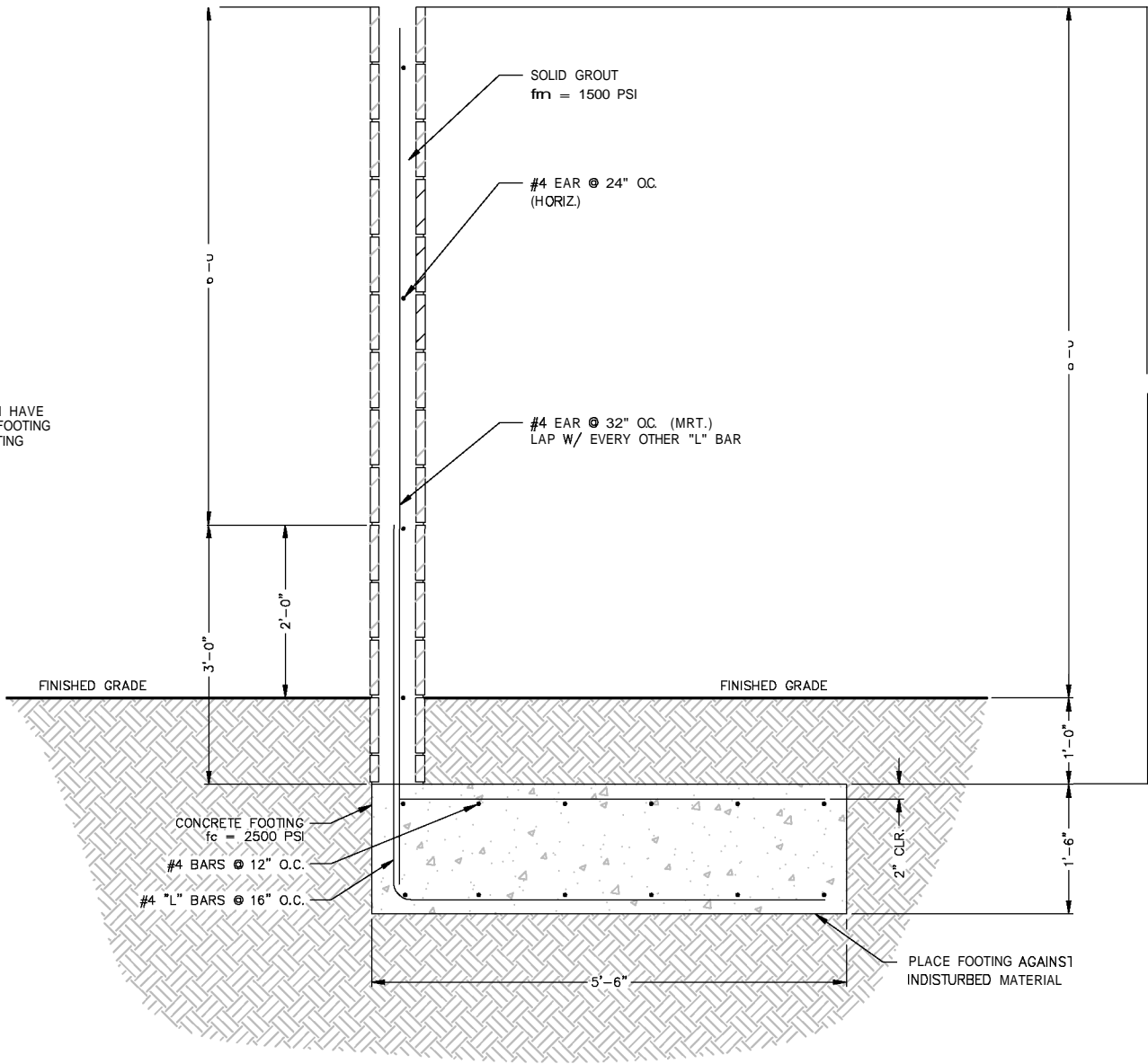
A - 4

HMH JOB # 0820



TYPICAL 8' CMU WALL WITH "T" FOOTING
SCALE: 1/2" = 1'-0"

NOTE
NEW WALL CAN HAVE
EITHER A "T" FOOTING
OR A "L" FOOTING



TYPICAL 8' CMU WALL WITH "L" FOOTING
SCALE: 1/2" = 1'-0"

NOTE: IF DRAWING IS 11"x 17"
DRAWING IS 1/2 SCALE

HMH DESIGN GROUP

5164 FRY ROAD
VACAVILLE, CA. 94587
PHONE 707-448-8011
FAX: 707-448-8190



2785 MITCHELL DRIVE, BLDG 9
WALNUT CREEK, CA. 94598
OFFICE: (925) 279-6000
TOM KROHN
(925) 279-6329

PSL NO. 115445
KETTLEMAN
1145 SOUTH HAM LANE
LODI, CA 95242
SAN JOAQUIN COUNTY

VERIZON WIRELESS
EQUIP. ENGINEER:

SIGNATURE DATE

VERIZON WIRELESS
REAL ESTATE:

SIGNATURE DATE

VERIZON WIRELESS
CONSTRUCTION:

SIGNATURE DATE

VERIZON WIRELESS
RF ENGINEER:

SIGNATURE DATE

PROPERTY OWNER:

SIGNATURE DATE

DRAWN BY CHECKED BY

PGM

NO.	DATE	ISSUE
A	5/27/08	FOR REVIEW
0	6/9/08	CITY COMMENT
1	6/23/08	ENCLOSURE SIZ

SHEET TITLE

RETAINING WALL
DETAILS

SHEET NUMBER

A-5

HMH JOB # 0820

PANEL 'A'																													
MOUNTING SURFACE		1 PHASE		3 WIRE		MAIN		200A 2P		10,000		A.I.C. SYM		BUS 225A															
240/120		VOLTS		WIRE		BUS		200A 2P		10,000		A.I.C. SYM																	
VOLT AMPS		OTHER		OTHER		OTHER		OTHER		VOLT AMPS		OTHER		PHASE A	PHASE B														
PHASE A	PHASE B	PHASE A	PHASE B	PHASE A	PHASE B	PHASE A	PHASE B	PHASE A	PHASE B	PHASE A	PHASE B	PHASE A	PHASE B																
3000		EXISTING AC -1 **		2	50	1		2	60	2		EXISTING AC-2 **		3000															
	3000	-		-	3			4	-			-			3000														
200		EXISTING LIGHTING		1	20	5		8	20	1		EXISTING RECEPTACLE		360															
	100	EXISTING SMOKE DETECTOR		1	15	7		8	20	1		EXISTING RECEPTACLE		360															
2000		EXISTING RECIFIER		2	30	9		10	15	1		EXISTING FAN		100															
	2000	-		-	11			12	30	2		EXISTING RECIFIER		2000															
2000		EXISTING RECIFIER		2	30	13		14	-	-		-		2000															
	2000	-		-	15			16	30	2		EXISTING RECIFIER		2000															
2000		EXISTING RECIFIER		2	30	17		18	-	-		-		2000															
	2000	-		-	19			20	30	2		EXISTING RECIFIER		2000															
2000		EXISTING RECIFIER		2	30	21		22	-	-		-		2000															
	2000	-		-	23			24	20	1		GENERATOR HEATER		500															
		SPACE			25			26	20	1		GENERATOR BATTERY		500															
					27			28				SPACE																	
					29			30																					
					31			32																					
					33			34																					
					35			36																					
					37			38																					
					39			40																					
					41			42																					
11200	11100													6960	7060														
PHASE A= 14160															PHASE B= 14160														
CONTINUOUS LOAD 1 PHASE															CONTINUOUS LOAD 1 PHASE														
28320		x1.25=		35400		RECEPTACLES		UP TO 10KVA		x1.00=		OTHER		x1.00=															
						REMAINER				x0.50=																			

RESOLUTION NO. 2008-176

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENT TO LEASE AGREEMENT
WITH VERIZON WIRELESS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the lease agreement with Verizon Wireless with the following provisions:

1. An additional 162 square feet of ground space will be included for the placement of an emergency generator.
2. Verizon will be required to construct an enclosure for the generator on the additional leased ground space.
3. Verizon will pay an additional \$250 per month for the lease of the additional ground space, subject to the same annual CPI-based escalation as the original lease.

BE IT FURTHER RESOLVED that all other terms and conditions of the lease shall remain the same.

Dated: September 3, 2008

=====

I hereby certify that Resolution No. 2008-176 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 3, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk